

FILED

DEC - 6 2013

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE

Clerk, U. S. District Court
Eastern District of Tennessee
At Knoxville

SUSAN L. WOOD, a citizen and resident)
of Knox County, Tennessee,)
)
Plaintiff,)
)
v.)
)
UNITED HEALTH GROUP, INC., and)
SEDGWICK CLAIMS MANAGEMENT)
SERVICES, INC.,)
)
Defendants.)

No. 3:13-cv-711
Varlan/Guyton

COMPLAINT

Comes now the Plaintiff, Susan L. Wood, by and through counsel, and for cause of action would state as follows:

JURISDICTION

1. The Plaintiff, Susan L. Wood, is a citizen and resident of Knox County, Tennessee.
2. Defendant, United Health Group, Inc. ("UHG") has a principal office located at 4597 Fort Henry Drive, Kingsport, TN 37663-2232, and has had significant and continuous business contacts throughout the State of Tennessee. UHG may be served with process through its registered agent, Ms. Lisa Perry, at 4597 Fort Henry Drive, Kingsport, Tennessee 37663-2232. At all material times Defendant, UHG, acted by and through its agents, servants and/or employees who, in turn, were acting within the course and/or scope of their agency or employment.

3. Defendant, Sedgwick Claims Management Services, Inc. ("Sedgwick"), is an Illinois corporation that provides claims, risk and productivity management solutions to employers in the United States, including throughout Tennessee. It specializes in claims administration and related cost management services in the areas of short and long-term disability, *inter alia*. Sedgwick has office locations throughout Tennessee, but its principal location in Tennessee is at 1100 Ridgeway Loop Road, Floor 2, Legal Department, Memphis, Tennessee 38120-4053. Sedgwick may be served with process through its registered agent for service of process, CT Corporation System, 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929-9710. At all material times Defendant, Sedgwick, acted by and through its agents, servants and/or employees who, in turn, were acting within the course and/or scope of their agency or employment.

4. The Plaintiff brings this action to recover benefits due for her Short term disability pursuant to the Employment Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* (ERISA), and particularly 29 U.S.C. § 1132(a)(1)(B).

5. Jurisdiction over Plaintiff's claim is conferred on this Honorable Court pursuant to 29 U.S.C. § 1132(e)(1).

6. Venue over Plaintiff's claim is conferred on this Honorable Court pursuant to 29 U.S.C. § 1132(e)(2).

7. The Plaintiff at all times relevant to this action was a "participant" in the Policy as defined by 29 U.S.C. § 1002(7).

8. The Defendant Policy is an "employee welfare benefit plan" as defined by 29 U.S.C. § 1002(1).

9. The Defendant, UHG, is a "party in interest" as defined by 29 U.S.C. §

1002(14)(A) and a “named fiduciary” as defined by 29 U.S.C. § 1102(a)(2)(A) which has the authority to control and manage the operation and administration of the plan pursuant to 29 U.S.C. § 1102(a)(1).

10. The Defendant, Sedgwick, is a “party in interest” as defined by 29 U.S.C. § 1002(14)(A) and a “named fiduciary” as defined by 29 U.S.C. § 1102(a)(2)(A) which has the authority to control and manage the operation and administration of the plan pursuant to 29 U.S.C. § 1102(a)(1).

FACTS

11. At all times material, Plaintiff worked for United Health Group, Inc.

12. Plaintiff developed certain physical and mental conditions that made it difficult for her to work, and ultimately Plaintiff’s conditions resulted in a permanent and total disability in which Plaintiff cannot do any work for which she is or can become qualified by reason of her education, experience or training and is not expected to be able to continue such work for the duration of her life.

13. In or about February 1, 2013, Plaintiff ceased working due to a long term disabilities and submitted a claim to Defendants for short term disability benefits.

14. On or about February 19, 2013, Plaintiff received a letter from Defendant Sedgwick indicating Short term disability benefits would be paid from February 1, 2013 through March 11, 2013.

15. On or about March 26, 2013, Plaintiff received a letter from Defendant Sedgwick indicating that her claim for Short term disability was denied.

16. Plaintiff timely appealed the cessation and denial of her benefits.

17. On or about November 21, 2013, Plaintiff received a letter from Defendant Sedgwick informing Plaintiff of the appellate review of the adverse prior decision and informed Plaintiff that benefits are not payable.

18. Defendants' decision to deny Plaintiff short term disability benefits under the Policy was arbitrary and capricious.

19. Defendants have failed to provide short term disability benefits due Plaintiff under the Policy.

20. Defendants have failed to discharge their fiduciary duties with respect to the Policy solely in the interest of plan participants as required by 29 U.S.C. § 1104(a)(1).

WHEREFORE, premises considered, Plaintiff respectfully requests this Honorable Court for the following:

A. A declaration that Defendants have breached their fiduciary duties, responsibilities, and obligations imposed upon it under ERISA.

B. A declaration that Plaintiff is disabled within the meaning of the Policy and is entitled to short term disability benefits from the Policy.

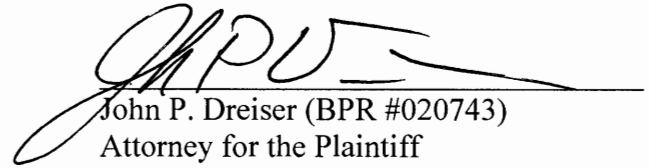
C. Order Defendants to pay Plaintiff back benefits due under the Policy.

D. Order Defendants to pay prejudgment interest at the rate set by law on the disability benefits wrongfully withheld from Plaintiff or, if the amount is greater, order Defendants to pay her the amounts they have earned on the money wrongfully withheld from her as other equitable relief.

E. Order Defendants to pay Plaintiff the costs of her suit and reasonable attorney fees.

F. Grant such other and further relief to which Plaintiff is entitled.

Respectfully submitted this 6th day of December, 2013.



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